

Jul

BRACEWELL & PATTERSON

2900 SOUTH TOWER PENNZOIL PLACE
HOUSTON 77002
713 223-2900
CABLE BRACEPAT HOUSTON
TELEX 76-2141

RECEIVED
MAR 8 12 37 PM '78
CERTIFICATION UNIT

1150 CONNECTICUT AVENUE NW
WASHINGTON, D. C. 20036
202 833-3660

AMERICAN BANK TOWER
AUSTIN 78701
512 472-7800

March 6, 1978

RECORDATION NO. 7511-A Filed & Recorded

MAR 8 1978 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

8-0671091

MAR 8 1978
File
10
11/23/77

Re: Filing, Pursuant to 49 U.S.C.A. §20c, of
Amendment to Master Equipment Lease re-
lating to railroad cars; Prior Recordation
Number 7511; Filed and Recorded May 10, 1974
at 9:40 A.M.

Dear Sir:

Pursuant to 40 U.S.C.A. §20c, and in accordance with
49 C.F.R. §1116, enclosed for filing are an original and
two executed counterparts of an Amendment to a Master
Equipment Lease (Amendment) described below. The prior
recordation number and time of filing are referenced above.
We have also enclosed a check in the amount of \$50.00 in
payment of the filing fee. Please return the original
document as filed to:

Mr. Max M. Addison
Bracewell & Patterson
2900 South Tower Pennzoil Place
Houston, Texas 77002

The parties to the Amendment document are as follows:

Lessor: Manufacturers Hanover Leasing Corporation
30 Rockefeller Plaza
New York, New York 10020

Lessee: Parker Brothers & Co., Inc.
P. O. Box 107
Houston, Texas 77001

The Amendment relates to 100 Ortner 100-ton, rapid discharge
railroad cars with A.A.R. mechanical designation No. HT, and
A.A.R. car-type code K-340, each of which is marked Lessor:
Manufacturers Hanover Leasing Corporation and respectively
bears a serial number from among the numbers WRRC 100 through
WRRC 199, inclusive.

· BRACEWELL & PATTERSON

Secretary - Interstate
Commerce Commission
March 6, 1978
Page 2

Should you have any questions or if you need any further information regarding this transaction, please contact the undersigned collect at (713) 223-2900.

Very truly yours,

Bracewell & Patterson

A handwritten signature in cursive script, appearing to read "Max M. Addison".

Max M. Addison

Interstate Commerce Commission

Washington, D.C. 20423

3/9/78


OFFICE OF THE SECRETARY

**Mr. Max M. Addison
Bracewell & Patterson
2900 South Tower Pennzoil Place
Houston, Texas 77002**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **3/8/78** at **12:40pm**,
and assigned recordation number(s) **7511-A & 8827-A**

Sincerely yours,


**H.G. Homme, Jr.
Acting Secretary**

Enclosure(s)

**SE-30-T
(6/77)**

AMENDMENT NO. 1

MAR 8 1978 -12 40 PM

Amendment No. 1 to that certain Master Equipment Lease executed by PARKER BROTHERS & CO., INC. ("Lessee") and MANUFACTURERS HANOVER LEASING CORPORATION ("Lessor") on April 17, 1974, as amended by a certain Rider thereto (the "Agreement").

WHEREAS, Lessee and Lessor entered into a certain Agreement on April 17, 1974 and in accordance with the terms of the Agreement, two Acceptance Supplements were executed by Lessor and Lessee on May 1, 1974 and June 1, 1974, respectively (the "Supplements").

WHEREAS, the Supplements described the One Hundred 100 Ton Rapid Discharge Railroad Cars leased by Lessee from Lessor as having numerical registration of PBCX 100 through PBCX 199 respectively (the "Railroad Cars").

WHEREAS, subsequent to the date of the lease of the above described Railroad Cars, Lessee, without the knowledge or consent of Lessor, altered the numerical registration of the Railroad Cars;

WHEREAS, Lessee and Lessor desire to modify the Supplements to reflect the new numerical registration of the Railroad Cars;

WHEREAS, Lessee desires to sublease the Railroad Cars to the Western Railroad Company, an affiliate of Lessee;

WHEREAS, the Agreement does not permit Lessee to sublease the Equipment without Lessor's prior written consent;

WHEREAS, Lessor will consent to such sublease if certain conditions are met;

NOW, THEREFORE, in consideration of the above premises and for other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The terms used in the Agreement shall have the same meanings when used herein.

2. Exhibit A to that certain Acceptance Supplement No. 1 executed and delivered by Lessor and Lessee pursuant to and in accordance with the Agreement shall be hereby amended to read as follows:

"EXHIBIT A
to
Acceptance Supplement as of May 1, 1974
between
PARKER BROTHERS & CO., INC.
and
MANUFACTURERS HANOVER LEASING CORPORATION

<u>MANUFACTURE/MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>COST</u>
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 100	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 101	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 102	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 103	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 104	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 105	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 106	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 107	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 108	18,292.84
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Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 135	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 136	18,292.84

Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 137	18,292.84
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Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 146	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 147	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 148	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 149	18,292.84"

3. Exhibit A to that certain Acceptance Supplement No. 2 executed and delivered by Lessor and Lessee pursuant to and in accordance with the Agreement shall be hereby amended to read as follows:

"EXHIBIT A
to
Acceptance Supplement as of June 1, 1974
between
PARKER BROTHERS & CO., INC.
and
MANUFACTURERS HANOVER LEASING CORPORATION

<u>MANUFACTURE/MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>COST</u>
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 150	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 151	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 152	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 153	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 154	18,292.84
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Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 165	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 166	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 167	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 168	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 169	18,292.84

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Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 193	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 194	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 195	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 196	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 197	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 198	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 199	18,292.84"

4. Paragraph 9 of that certain Rider attached to and made a part of the Agreement shall be hereby deleted in full and there shall be substituted therefor the following new Paragraph 9:

"9. There shall be added to the Agreement an additional Section 23 which shall read as follows:

23. Sublease by Lessee. Notwithstanding the provisions of Section 8 of the Agreement, the Lessee may, sublease the Units to Western Railroad Company ('WRRC') subject to the following conditions:

(a) Such sublease shall not affect or reduce any of the obligations of Lessee hereunder and this Agreement and all obligations of Lessee hereunder shall continue in

full force and effect as the obligations of a principal and not the obligations of a surety;

(b) under the express terms of such sublease, the rights of the sublessee thereunder shall be subject and subordinate to all the terms of, and all the rights of Lessor under, this Agreement (including, without limitation, the rights and remedies of Lessor under Section 11 hereof, whether or not such sublessee shall be in default under its sublease);

(c) Lessor shall have received evidence satisfactory to Lessor that the recording provisions of Section 21 of the Agreement have been complied with in respect to the sublease and any amendment thereto;

(d) the insurance required to be maintained by Lessee pursuant to Section 10 hereof shall continue in full force and effect irrespective of such sublease;

(e) Lessor shall have received a copy of a letter of opinion of counsel to sublessee to the same effect (with respect to the sublease) as Section 20, and to the further effect that no approval is required from any public regulatory body with respect to the entering into or performance of the sublease;

(f) the term of such sublease of any item of Equipment shall expire prior to the last day of the lease term of such item under this Agreement;

(g) Lessor shall have received a statement by Lessee satisfactory to Lessor to the effect that Lessee has taken no action and, to the best knowledge of Lessee, is aware of no fact or occurrence that would adversely affect the interests of Lessor or Lessee in the Equipment;

(h) Lessor shall receive an opinion of counsel to Lessee to the effect that (1) the Agreement, the sublease, and all amendments and supplements thereto have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C.A. §20c, and (2) that information filings have been filed pursuant to Section 9.408 of the Uniform Commercial Code of Texas with respect to the Agreement, as amended, and the sublease, as amended; and

(i) such sublease shall be in compliance with all applicable laws and government regulations.

5. Except as expressly supplemented or modified herein, the terms, covenants and conditions contained in the Agreement and Supplement shall remain in full force and effect.

6. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto hereby set their hand this 30th day of November, 1977, to be effective as of February 11, 1977.

PARKER BROTHERS & CO., INC.

By: [Signature]
Title: PRESIDENT

MANUFACTURERS HANOVER LEASING
CORPORATION

By: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 30th day of NOVEMBER, 1977, before me personally appeared WILLIAM T. PARKER JR. to me personally known, who being by me duly sworn, says that he is the PRESIDENT of Parker Brothers & Co., Inc. that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of the Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public in and for
Harris County, Texas
Commission expires 5/31/79.

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

On this ____ day of _____, 19____, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of Manufacturers Hanover Leasing Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of the Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public in and for
New York County, New York

AMENDMENT NO. 1

Amendment No. 1 to that certain Master Equipment Lease executed by PARKER BROTHERS & CO., INC. ("Lessee") and MANUFACTURERS HANOVER LEASING CORPORATION ("Lessor") on April 17, 1974, as amended by a certain Rider thereto (the "Agreement").

WHEREAS, Lessee and Lessor entered into a certain Agreement on April 17, 1974 and in accordance with the terms of the Agreement, two Acceptance Supplements were executed by Lessor and Lessee on May 1, 1974 and June 1, 1974, respectively (the "Supplements").

WHEREAS, the Supplements described the One Hundred 100 Ton Rapid Discharge Railroad Cars leased by Lessee from Lessor as having numerical registration of PBCX 100 through PBCX 199 respectively (the "Railroad Cars").

WHEREAS, subsequent to the date of the lease of the above described Railroad Cars, Lessee, without the knowledge or consent of Lessor, altered the numerical registration of the Railroad Cars;

WHEREAS, Lessee and Lessor desire to modify the Supplements to reflect the new numerical registration of the Railroad Cars;

WHEREAS, Lessee desires to sublease the Railroad Cars to the Western Railroad Company, an affiliate of Lessee;

WHEREAS, the Agreement does not permit Lessee to sublease the Equipment without Lessor's prior written consent;

WHEREAS, Lessor will consent to such sublease if certain conditions are met;

NOW, THEREFORE, in consideration of the above premises and for other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The terms used in the Agreement shall have the same meanings when used herein.

2. Exhibit A to that certain Acceptance Supplement No. 1 executed and delivered by Lessor and Lessee pursuant to and in accordance with the Agreement shall be hereby amended to read as follows:

"EXHIBIT A
to
Acceptance Supplement as of May 1, 1974
between
PARKER BROTHERS & CO., INC.
and
MANUFACTURERS HANOVER LEASING CORPORATION

<u>MANUFACTURE/MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>COST</u>
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 100	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 101	18,292.84
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3. Exhibit A to that certain Acceptance Supplement No. 2 executed and delivered by Lessor and Lessee pursuant to and in accordance with the Agreement shall be hereby amended to read as follows:

"EXHIBIT A
to
Acceptance Supplement as of June 1, 1974
between
PARKER BROTHERS & CO., INC.
and
MANUFACTURERS HANOVER LEASING CORPORATION

MANUFACTURE/MODEL	DESCRIPTION	SERIAL #	COST
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Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 179	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 180	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 181	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 182	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 183	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 184	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 185	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 186	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 187	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 188	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 189	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 190	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 191	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 192	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 193	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 194	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 195	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 196	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 197	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 198	18,292.84
Ortner Freight Car Company	100 Ton Rapid Discharge Railroad Car	WRRC 199	18,292.84"

4. Paragraph 9 of that certain Rider attached to and made a part of the Agreement shall be hereby deleted in full and there shall be substituted therefor the following new Paragraph 9:

"9. There shall be added to the Agreement an additional Section 23 which shall read as follows:

23. Sublease by Lessee. Notwithstanding the provisions of Section 8 of the Agreement, the Lessee may, sublease the Units to Western Railroad Company ('WRRC') subject to the following conditions:

(a) Such sublease shall not affect or reduce any of the obligations of Lessee hereunder and this Agreement and all obligations of Lessee hereunder shall continue in

full force and effect as the obligations of a principal and not the obligations of a surety;

(b) under the express terms of such sublease, the rights of the sublessee thereunder shall be subject and subordinate to all the terms of, and all the rights of Lessor under, this Agreement (including, without limitation, the rights and remedies of Lessor under Section 11 hereof, whether or not such sublessee shall be in default under its sublease);

(c) Lessor shall have received evidence satisfactory to Lessor that the recording provisions of Section 21 of the Agreement have been complied with in respect to the sublease and any amendment thereto;

(d) the insurance required to be maintained by Lessee pursuant to Section 10 hereof shall continue in full force and effect irrespective of such sublease;

(e) Lessor shall have received a copy of a letter of opinion of counsel to sublessee to the same effect (with respect to the sublease) as Section 20, and to the further effect that no approval is required from any public regulatory body with respect to the entering into or performance of the sublease;

(f) the term of such sublease of any item of Equipment shall expire prior to the last day of the lease term of such item under this Agreement;

(g) Lessor shall have received a statement by Lessee satisfactory to Lessor to the effect that Lessee has taken no action and, to the best knowledge of Lessee, is aware of no fact or occurrence that would adversely affect the interests of Lessor or Lessee in the Equipment;

(h) Lessor shall receive an opinion of counsel to Lessee to the effect that (1) the Agreement, the sublease, and all amendments and supplements thereto have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C.A. §20c, and (2) that information filings have been filed pursuant to Section 9.408 of the Uniform Commercial Code of Texas with respect to the Agreement, as amended, and the sublease, as amended; and

(i) such sublease shall be in compliance with all applicable laws and government regulations.

5. Except as expressly supplemented or modified herein, the terms, covenants and conditions contained in the Agreement and Supplement shall remain in full force and effect.

6. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto hereby set their hand this _____ day of November, 1977, to be effective as of February 11, 1977.

PARKER BROTHERS & CO., INC.

By: _____

Title: _____

MANUFACTURERS HANOVER LEASING
CORPORATION

By: 

Title: 

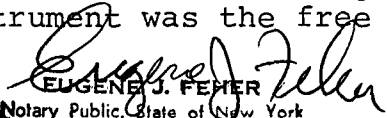
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this _____ day of _____, 19____, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of Parker Brothers & Co., Inc. that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of the Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public in and for
Harris County, Texas

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

On this 23 day of NOVEMBER, 1977, before me personally appeared GEORGE FINGUERRA, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of Manufacturers Hanover Leasing Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of the Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


EUGENE J. FEYER
Notary Public, State of New York
No. 52-4698259
Qualified in Suffolk County
Commission Expires March 30, 1979

Notary Public in and for
~~New York~~ County, New York
SUFFOLK